

Waiver of Service of Summons

TO: **Stoll, Glickman & Bellina, LLP**
71 Nevins Street
Brooklyn, NY 11211

I acknowledge receipt of your request that I waive service of a summons in the action of Patrick Robert Louis v. City of New York et al., which is case number 07 cv 9809 in the United States District Court for the Southern District. I have also received a copy of the complaint in the action, two copies of this instrument, and a means by which I can return the signed waiver to you without cost to me.

I agree to save the cost of service of a summons and an additional copy of the complaint in this lawsuit by not requiring that I (or the entity on whose behalf I am acting) be served with judicial process in the manner provided by Rule 4.

I (or the entity on whose behalf I am acting) will retain all defenses or objections to the summons or to the jurisdiction or venue of the court except for objections based on a defect in the

I understand that a judgment may be entered against me (or the party on whose behalf I am acting) if an answer or motion under Rule 12 is not served upon you within 60 days after November 06, 2007, or within 90 days after that date if the request was sent outside the United States.

12/31/07
Date

Signature

Printed/typed name:

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*Caroline Chen on behalf
of Barrere*

Duty to Avoid Unnecessary Costs of Service of Summons

Rule 4 of the Federal Rules of Civil Procedure requires certain parties to cooperate in saving unnecessary costs of service of the summons and complaint. A defendant who, after being notified of an action and asked to waive service of a summons, fails to do so will be required to bear the cost of such service unless good cause be shown for its failure to sign and return the waiver.
It is not good cause for a failure to return a summons when it is not signed.